

**PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

H.3 DEFINITIONS

For purposes of Clauses H.4 through H.10 the following definitions are applicable (unless otherwise specified):

- (A) “Contract Award Date” means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33.
- (B) “Contract Transition Period” means the 60-day transition as defined in Section F of this Contract.
- (C) “Grandfathered Employees” means those employees who meet the definition of “Grandfathered Employees” set out in the East Tennessee Technology Park Pension Plan for Grandfathered Employees (ETTP MEPP).
- (D) “Non-Grandfathered Employees” means those employees who do not meet the definition of “Grandfathered Employees” set out in the ETTP MEPP.
- (E) “SSI” means Swift & Staley, Inc. (SSI) and its first and second tier subcontractors under DOE Contract **DE-EM0003733**.
- (F) “Incumbent Contractor” means Swift & Staley, Inc (SSI) and its first and second tier subcontractors.
- (G) “Incumbent Employees” means employees who, as of the Contract Award Date (1) hold regular appointments or who are regular employees on the rolls of SSI; and (2) are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract **DE-EM0003733**.

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- (H) “Non-Incumbent Employees” are new hires, employees other than Incumbent Employees who are hired by the Contractor after Contract Award Date.
- (I) “UCOR” means URS CH2M Oak Ridge, LLC under Contract DE-SC0004645.
- (J) “USEC” means the United States Enrichment Corporation.
- (K) “Notice to Proceed (NTP)” means the written authorization issued by the Contracting Officer to start performance on this Contract.

H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES, INCLUDING THROUGH PERIOD OF PERFORMANCE

The Contractor shall comply with the hiring preferences set forth below.

- (A) The right of first refusal for employment in Section I, FAR 52.222-17 (MAY 2014) Nondisplacement of Qualified Workers, is applicable to the service employees employed by SSI for the same or similar services, which are to be performed by the Contractor and its subcontractors. The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under the SSI DOE Contract declines a bona fide express offer of employment under Paragraph (A) , the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable.
- (B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Paducah Gaseous Diffusion Plant for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below (subject to paragraph (A) above, in descending order of priority, any applicable collective-bargaining agreement(s), applicable law, and applicable site seniority lists as provided to the Contractor by the Contracting Officer)), as set forth below.
 - (1) The Contractor shall provide Incumbent Employees employed at the Paducah Gaseous Diffusion Plant Site who have been identified by their employer as being at risk of being involuntarily separated, the preferences in paragraphs (a) – (b) in descending order of priority:
 - (a) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at Contract Award Date.

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- (b) A preference in hiring in for vacancies in non-managerial positions for the above employees who meet the qualifications for the position.
- (2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of USEC or former employees of SSI and (2) who are entitled to recall rights consistent with any applicable site seniority lists and any applicable collective bargaining agreement(s) at the Paducah Gaseous Diffusion Plant Site.
- (3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) – (c), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference” (including former USEC employees who are eligible for the preference pursuant to 42 U.S.C. §2297h-8(a)(5)) consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
- (a) Grandfathered Employees who are former employees of SSI or who are former employees of USEC, Fluor Federal Services or LATA Sharp Remediation Services at the Paducah Gaseous Diffusion Plant Site;
 - (b) Former employees of SSI, Fluor Federal Services, LATA Sharp Remediation Services, BWXT Conversion Services, LLC (BWCS) or USEC, or any other DOE contractor or subcontractor of a DOE contractor at the Paducah Gaseous Diffusion Plant Site; and
 - (c) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
- (4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Paducah Gaseous Diffusion Plant Site by USEC or SSI; and (2) who were involuntarily separated (other than for cause) from their employment at the Paducah Gaseous Diffusion Plant Site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Paducah Gaseous Diffusion Plant Site (2) who are not precluded from seeking employment at the Paducah Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

H.5 EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (A) Pay and Benefit Programs. The Contractor shall establish pay and benefit programs for employees in accordance with the Service Contract Labor Standards Act (formerly known as the Service Contract Act of 1965) (including Section 4(c)) and other applicable law, the terms and conditions of this Contract, applicable collective

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bargaining agreement(s), and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(B) Pension, Post-Retirement Benefits (PRB), Severance and Other Benefit Programs

(1) Background of Pension and Benefit Plans

- (a) The East Tennessee Technology Park Pension Plan for Grandfathered Employees (ETTP MEPP) is a multi-employer pension plan which covers eligible employees (both bargaining and non-bargaining unit (exempt and nonexempt)) of certain U.S. Department of Energy (DOE) prime contractors and their subcontractors. UCOR is the current lead sponsor of the ETTP MEPP. The ETTP MEPP is managed and administered by the Benefits Investment Committee which is composed of representatives from each of the sponsoring employers.

(2) Special Provisions Applicable to Employee Benefits

- (a) **Benefit Plans.** The Contractor shall provide pension and other benefit plans to Incumbent Grandfathered Employees and all other Grandfathered employees hired by the Contractor and shall provide service credit for leave as set forth below:

- (1) **Grandfathered Employees.** Grandfathered Employees shall be provided pension and other benefits consistent with applicable law, any applicable collective bargaining agreement(s), and the provisions of the ETTP MEPP, and the Incumbent Contractor's health and welfare plans, or comparable PRB plans. To the extent that the tax-qualified status of those plans is not jeopardized (see (D)(1) below), no employee who qualifies as a Grandfathered Employee under the ETTP MEPP shall lose the right to participate in the ETTP MEPP as a result of this transition. However, if the participation of a particular classification of employees (e.g., highly compensated employees) could jeopardize the tax qualifications of the ETTP MEPP, the Contractor shall take appropriate action as necessary to ensure the ETTP MEPP remains qualified under the Internal Revenue Code (IRC), consistent with the processes and procedures set forth herein. Consistent with the terms of the plan(s), any transition of the employees from SSI to the Contractor shall not constitute a break in service under the ETTP MEPP.

- (2) **Non-Grandfathered Employees.** Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with this Contract, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Labor Standards Act.

(3) Severance pay.

- (i) The Contractor shall credit (1) SSI Incumbent Employees who meet the eligibility requirements of the East Tennessee Technology Park

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- Severance Plan for Grandfathered Employees (ETTP Severance Plan), and (2) who are hired by the Contractor under this Contract, with their current length of service except for any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (ii) Severance Pay is not payable to an employee under this Contract if the employee:
 - (aa) Voluntarily separates, resigns or retires from employment,
 - (bb) Is offered employment with a successor/replacement contractor,
 - (cc) Is offered employment with a parent or affiliated company, or
 - (dd) Is discharged for cause.
 - (4) Service Credit for benefits other than severance.
 - (i) For Leave. The Contractor shall carry over credit for service under the SSI DOE Contract for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.
 - (ii) For Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s).
 - (3) Administrative Agreements with Lead Sponsor. The lead sponsor (UCOR) or a lead sponsor successor of the ETTP MEPP, and other benefit plans in which UCOR or a lead sponsor successor are participating employers/sponsors, shall have responsibility for management and administration of these plans, consistent with plan documents and any other administrative documents. UCOR or a successor lead sponsor shall provide management and administrative services for the Contractor for the ETTP MEPP, and other benefit plans in which the Contractor and UCOR or a successor lead sponsor are participating employers/sponsors. The Contractor shall enter into administrative agreements with the lead sponsor, UCOR, or a successor lead sponsor, for the management and administration of these plans when the Contractor has Grandfathered Employees participating in the ETTP Plan(s).
 - (4) Pension and Other Benefit Programs
 - (a) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for which DOE reimburses costs until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
 - (b) Cost reimbursement for pension and other benefit (except severance) plans for which DOE reimburses costs will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
 - (c) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (1) and (2) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans for which DOE reimburses costs.

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An Employee Benefits Value (Ben-Val) Study method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

- (1) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), is an actuarial study of the relative value (RV) of the benefits programs for which DOE reimburses costs offered by the Contractor to employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and
- (2) An Employee Benefits Cost Study Comparison, annually for each benefit tier, that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
- (3) Corrective Action Plans.
 - (i) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.
 - (ii) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll, unless waived by the Contracting Officer.
 - (iii) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.
- (d) To the extent that the Contractor sponsors benefit plans for which the Department reimburses costs under this Contract, the Contractor may not terminate any benefit plan for which DOE reimburses costs during the term of the Contract without the prior approval of the Contracting Officer in writing.

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- (e) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost-reimbursement contract(s), immediately prior to retirement. Notwithstanding the previous sentence, the costs of PRBs will be reimbursed for individuals meeting the eligibility requirements of any applicable employee benefit plan approved for these purposes by DOE. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (f) If the Contractor sponsors a pension and/or postretirement benefit plan for which DOE reimburses costs, the Contractor will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission.
- (g) The contractor will respond to quarterly data calls issued through iBenefits, or its successor system, for benefits for which DOE reimburses costs.

(C) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the Contract Award Date.
- (2) Except for Commingled Plans in existence as of the Contract Award Date, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(D) Basic Requirements

- (1) The Contractor shall become a sponsor of the existing ETTP MEPP if and when it hires employees who are eligible to participate in those plans, and comparable PRB plans, with responsibility for management and administration of the plans and consistent with applicable law. If the Contractor determines that there are no practicable means of doing the above in a manner that would maintain its segment of those plans on a tax-qualified basis, the Contractor must demonstrate to the satisfaction of the Contracting Officer that there are no practicable means of doing so and that those employees who would otherwise have been eligible to participate in the ETTP MEPP should be provided a package of benefits substantially equivalent to the ETTP MEPP as applicable in the circumstances. The Contractor has responsibility for administering and maintaining the qualified status of its segments of all pension and other benefit plans that it sponsors under this

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Contract for which DOE reimburses costs and for the plans themselves consistent with the plan documents and consistent with the requirements of the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans in the foreseeable future, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.

- (a) Meeting Testing Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the ETPP MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the ETPP MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements in the foreseeable future. Every twelve months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.
- (b) Failure to Meet Testing Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph(a) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.
- (2) Any defined benefit (DB) pension plan sponsored by the Contractor shall be maintained consistent with the requirements of the IRC and ERISA in order for the costs to be allowable.
- (3) DOE approval is required prior to implementing any change to a pension plan for which costs are being reimbursed under this Contract. Changes to any pension plan shall be in accordance with and pursuant to the terms and conditions of this Contract.
- (4) Audits. Each contractor pension plan for which DOE reimburses costs shall be subjected to a limited-scope audit annually that satisfies the requirements

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of ERISA section 103, except that every third year the contractor must conduct a full-scope audit satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

- (5) For existing Commingled Plans, the Contractor (i) shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan and (ii) shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (6) Benefit Management Plans. Each contractor sponsoring a pension and/or postretirement benefit plan for which DOE reimburses costs will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission.

The Pension Management Plan (PMP) is submitted in the iBenefits System by the ETTP MEPP plan sponsor. The Contractor is required to provide any information requested by the plan sponsor to complete this report. In addition, the, appropriate Contractor representatives may participate in a conference call to discuss the plan sponsor's PMP submission and any other current plan issues or concerns.

- B. The PRB Management Plan for the PRB Plan(s) in which the Contractor participates and for which the Department reimburses costs under this Contract shall be submitted in the iBenefits System and shall include:
 - (a) The Contractor's best projection of the benefit payments from the PRB Plans, a summary of the key actuarial assumptions used in developing the estimates, and a detailed description of the plans included in the projections.
 - (b) The impact that any recent plan amendments have had on the expected benefit payments.
 - (c) Any possible future amendments to the PRB Plan(s) which the Contractor wishes to make.
 - (d) An outline of opportunities that are being used or considered related to strategy, design, and cost containment.
- (E) Reimbursement of the Contractor Costs for Benefit Plans. The following will be subject to be reimbursed separately on a cost reimbursement basis and are not part of the fixed price. All other costs should be part of the fixed price and will not be reimbursed separately on a cost reimbursement basis.
 - (1) Employer contributions to the ETTP MEPP. The Contractor as a sponsor of the ETTP MEPP will be reimbursed for pension contributions in the amounts

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necessary to ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. This includes the contributions of any subcontractor that is a participating employer/sponsor in the ETTP MEPP. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

- (2) The costs of the employee's participation in the Incumbent Contractor's health and welfare plans (or pay-as-you-go costs of benefits under substantially equivalent PRB plans) for Grandfathered Employees.
 - (3) The costs of the Contractor's severance benefits for those Incumbent Employees that were hired and that met the eligibility requirements of the ETTP Severance Plan and to the extent the Contractor's severance benefits are substantially equivalent to the ETTP Severance Plan in which SSI participated.
- (F) Reporting Requirements for Designated Contracts. The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan (plans for which costs were reimbursed) funded by DOE but no later than the dates specified below:
- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
 - (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
 - (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(G) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan for which DOE reimburses costs, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (a) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (b) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (c) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel

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- used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
- (d) the Summary Plan Description; and
- (e) any such additional information as requested by the Contracting Officer.

The Contractor shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval as identified under the cost reimbursable CLIN. The justification must:

- (a) demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs;
- (b) provide the dollar estimate of savings or costs; and
- (c) provide the basis of determining the estimated savings or cost.

- (H) Withdrawal from the ETTP MEPP. The Contractor shall not withdraw from the ETTP MEPP without the prior, written approval of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs (including withdrawal liability under ERISA) associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.
- (I) Changes to the ETTP MEPP. In addition to any other provisions of this Contract, any changes or amendments to the ETTP MEPP must be approved in writing in advance by the Contracting Officer and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).
- (J) Change in Name. The name(s) of the ETTP MEPP, and other benefit plans may change as a result of the change in lead sponsorship of these plans. Any references to the ETTP MEPP, and other benefit plans contained in this Contract apply to these plans as renamed.
- (K) Terminating Plans for which DOE Reimburses Costs
 - (1) The Contractor shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
 - (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
 - (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
 - (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.

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- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(L) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(M) Special Programs

The Contractor must advise the Contracting Officer and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(N) Definitions

- (1) **Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.
- (2) **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) **Defined Benefit Pension Plan.** Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

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- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. A contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(1) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

- (A) Workforce Transition Planning. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:
 - (1) Within ten days after Notice to Proceed, the Contractor shall:
 - (a) Submit to the Contracting Officer a description of any and all workforce transition agreements that it intends to enter into with SSI, or other contractors, to ensure compliance with Clause H.4 during the first 60 days after Notice to Proceed and during the remaining period of performance under the Contract;
 - (b) Establish and submit to the Contracting Officer a draft written communication plan that details the communication that the Contractor and its subcontractors will engage in with SSI, or other contractors, and their employees or former employees, regarding implementation of the requirements set forth in Clause H.4; and

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- (c) Obtain information from SSI, or other contractors, identifying the employees who have initially been identified as being at risk of being involuntarily separated. Provide and define a process as part of transition agreements required in paragraph (1)(a) above for obtaining updated and continuous information through the Transition Period regarding the identification of employees by SSI, or other contractors, that have been identified as being at risk of being involuntarily separated.
- (2) Within 15 days after Notice to Proceed, the Contractor shall:
 - (a) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, describing the processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4 during the Contract Transition Period and the remaining period of performance under the Contract.
 - (b) Establish a final written communication plan with SSI, or other contractor, employees regarding the implementation of the hiring preferences in Clause H.4 and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, Incumbent Contractor, DOE, site contractors, and incumbent union(s) representatives.
- (3) Within 30 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and draft workforce transition agreements it proposes to enter into with SSI, or other contractors, consistent with the requirements of Clause H.5 above.
- (4) Within 45 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer:
 - (a) copies of the final workforce transition agreements with SSI, or other contractors, consistent with the requirements of Clause H.4 above;
 - (b) a written description of the process that it will utilize in obtaining information after the Transition Period and throughout the period of performance from SSI, or other contractors, regarding their respective employees that have been identified by their employer as being at risk of being involuntarily separated in order for the Contractor to ensure compliance with Clause H.4; and
 - (c) copies of all and any written agreements in which it has entered with SSI, or other contractors, for transitioning their respective employees pursuant to Clause H.4.
- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
 - (a) During the 60 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (b) More frequently if requested by the Contracting Officer.

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- (6) The Contractor shall implement the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by DOE through the Contracting Officer.
- (B) Benefits Transition Planning. The Contractor shall submit a written draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.
- (1) The Benefit Transition Plan will include:
- (a) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clause H.5, and this Paragraph (B).
 - (b) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
 - (c) A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or restated on or before the last day of the 60 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
- (2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
- (a) Within ten days after Notice to Proceed, the Contractor shall:
 - (1) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the existing pension plan and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a participating employer of the ETTP MEPP, PRB plans, and contact information for the responsible personnel; and
 - (2) Request SSI, or other contractors, and UCOR to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the ETTP MEPP and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 60-day Transition Period.
 - (b) Within 15 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer:
 - (1) The draft Benefits Transition Plan; and
 - (2) A list of the information and documents that the Contractor has requested from SSI, or other contractors, and UCOR pertaining to the transition of the ETTP MEPP, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from

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SSI, or other contractors, and UCOR. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H.5.

- (c) Within 20 days of Notice to Proceed, the Contractor shall:
 - (1) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5 including requirements pertaining to the transition of employee benefit plans; and
 - (2) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for SSI, or other contractors, and UCOR, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clause H.5, including execution of transition agreements with SSI, or other contractors, and UCOR, and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.
- (d) Within 30 days after Notice to Proceed, the Contractor shall:
 - (1) Provide a final written Benefits Transition Plan to the Contracting Officer
 - (2) Provide to the Contracting Officer draft or proposed final versions of the following documents as set forth below –
 - (i) drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by UCOR as to which the Contractor will become a participating employer, including but not limited to amendments effectuating the change in sponsorship/participating employer in the ETTP MEPP. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by UCOR. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (ii) drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iii) drafts of the transition agreements which the Contractor will enter into with UCOR and SSI, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5.
- (e) No later than 45 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in draft to the Contracting Officer within 30 days after Notice to Proceed and described in Paragraphs (d) above.

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- (f) Within 60 days after Notice to Proceed, the Contractor shall complete any transitions into the ETTP MEPP, PRB plans and other existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans.
- (g) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (h) After the Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
 - (1) Documents relating to benefit plans offered to the Contractor's employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
 - (2) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.
 - (3) Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.7 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS FOR WHICH DOE REIMBURSES COSTS

- (A) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired employees with respect to service at the Paducah Gaseous Diffusion Plant Site (collectively, the "Plans") for which DOE reimburses costs, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facility into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the Contractor(s) shall establish an effective date of spinoff. On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be

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placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

- (B) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the plans for which DOE reimburses costs, at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the plans for which DOE reimburses costs, in accordance with applicable legal requirements.
 - (2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the plans for which DOE reimburses costs, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.
- (C) In the event a transfer of assets in the ETPP MEPP is determined to be necessary, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty, applicable law and subject to the approval and direction of the Contracting Officer.

H.8 LABOR RELATIONS

- (A) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities, consistent with applicable laws.

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- (B) Consistent with applicable labor laws and regulations, for work currently performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union and Local 550 on the Contract Award Date, the Contractor agrees to initially consult with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union and Local 550 regarding the initial terms and conditions of employment and to recognize the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union and Local 550 as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of this union and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Paducah Site.
- (C) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal, which increases reimbursable costs above those previously approved in the economic bargaining parameters, or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
- (D) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State labor relations laws.
- (E) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the

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substance of this subparagraph (E) in any subcontracts performed on the U.S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

- (F) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, , picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (G) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (H) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (I) The Contractor shall provide the Contracting Officer with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include information for negotiated wages, pension, medical and other benefits costs and a copy of the collective bargaining agreement and any subsequent modifications.
- (J) The Contractor shall provide to the Contracting Officer or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31 of each year and should include the following information: .
 - 1. List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
 - 2. A brief description of issues regarding each grievance;
 - 3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
 - 4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.9 WORKFORCE RESTRUCTURING

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(A) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(B) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (1) The separating employee is leaving voluntarily;
- (2) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a postdoctoral program, or other short term program;
- (3) The replacement results in a net reduction in headcount and costs of regular employees; or
- (4) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(C) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(D) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (E), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

(E) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing

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100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 30 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for the contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension>.

(F) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (E) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(G) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (E) above. Any deviation from the models must be approved by the Contracting Officer.

(H) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE counsel, as applicable, prior to notification of employees selected for involuntary separation.

(I) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(J) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(K) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

H.10 LABOR STANDARDS

- (A) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (B) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to ensure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, Employee Rights under the Davis-Bacon Act and/or WH-1313, Employee Rights on Government Contracts.
- (C) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (D) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

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- (E) The Contractor shall prepare and submit to the Contracting Officer, the DBA Semi-Annual Enforcement Report, Form OMB 1910-5165, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

H.11 DOE-H-2003 WORKER'S COMPENSATION INSURANCE (OCT 2014)

- (A) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (B) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (C) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (D) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

**H.12 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)
(REVISED)**

- (A) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (B) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation

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of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.

- (C) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, or any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

H.13 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-14. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.14 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J, Attachment J-14 entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Offeror Fill-In

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Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Offeror Fill-In

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**H.15 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014)
(REVISED)**

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, Privacy Act.

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment

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DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-63	Personal Identify Verification (PIV) Files
DOE-77	Physical Fitness Test Records (for armed, uniformed guards)
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, contractors must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the contractor and the Contracting Officer, in consultation with the local Privacy Act Officer (PAO) and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

The “Privacy Act Notification” (FAR 52.224-1) and “Privacy Act” (FAR 52.224-2) are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of the H clause above identifying system of record DOE-33, “Personnel Medical Records,” along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.16 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (OCT 2018)

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The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (A) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I Clause entitled FAR 52.227-14 Rights in Data – General. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (B) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (C) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

**H.17 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION
(OCT 2014) (REVISED)**

- (A) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

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- (B) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop work order should be promptly confirmed in writing by the CO.
- (C) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer.
- (D) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.18 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in "Minimum Labor Qualifications for Labor Hour CLIN's" in Section J, Attachment J-8.C.3.11, except as the Contracting Officer may otherwise authorize.

H.19 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

- (A) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with

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each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

- (B) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (C) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (D) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (E) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

**H.20 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS
AND/OR GOVERNMENT EMPLOYEES (OCT 2014) (REVISED)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

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The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to PPPO; and, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor is not authorized to direct and/or to provide oversight to any other DOE-Paducah contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors, and DOE retains oversight and approval authority for all DOE-Paducah contracts.

The Contractor shall immediately notify the CO in writing if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with any DOE contractor in performance of the Contractor's activities in support of DOE or another DOE contractor.

The parties recognize that DOE has entered into contracts with different prime contractors for the management and operation and/or remediation of facilities at the PPPO facilities. The Contractor hereby agrees that while it is performing work at PPPO sites, it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the DOE contractors performing on the sites with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor acknowledges that the performance by the DOE contractors performing on the sites is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.

The Contractor agrees to cooperate fully and in good faith with DOE and its other contractors to perform its contractual obligations, including providing support in the evaluation of the DOE contractors' programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In providing support for performing such evaluations, the Contractor agrees it will permit access by the DOE contractor(s) to documents relating to the foregoing which pertains to the individual DOE contractor, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports;

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insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

The Contractor acknowledges that the contracts that govern the work performed by other DOE site contractor(s) authorize them to, under specified circumstances, suspend work of the Contractor or deny the Contractor access to the Government's facilities. The Contractor agrees to comply with any such DOE site contractors' direction and notify the CO and COR immediately thereafter.

The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

**H.21 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST
MANAGEMENT PLAN (OCT 2014)**

Within 15 calendar days after the Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (A) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (B) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (C) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (D) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (E) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (F) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements

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covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(G) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(H) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.22 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

The work under this contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the contract.

All contract activities including groundwater monitoring and investigations, aggregate area investigations and cleanups, material disposal area investigations and evaluations, contact-handled transuranic waste processing, and programmatic type support can be performed without specific NEPA impacts. However, during this period should sufficient progress be made in the areas of specific capital project development and potential groundwater remedy projects or activities, some activities may require support for NEPA activities before additional progress can be made.

H.23 DOE-H-2043 ASSIGNMENT AND TRANSFER OF SUBCONTRACTS (OCT 2014)

(A) Assignment of DOE Prime Contracts. During the period of performance of this contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(B) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

H.24 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.25 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within 30 calendar days after the effective date of the contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within 10 calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-4, Deliverable Number 173. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.26 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

(1) New Year's Day

(2) Birthday of Martin Luther King, Jr.

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- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The

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Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above

H.27 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract with the following exceptions: press releases shall be submitted for approval at least 3 business days prior to the planned issue date, and responses to media inquiries shall be submitted for approval at least 1 business day prior to release. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.28 DOE-H-2049 INSURANCE REQUIREMENT (OCT 2014)

(A) In accordance with the clauses FAR 52.228-5 AND FAR 52.228-7, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(B) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.29 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) (REVISED)

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The Contractor's Representations, Certifications, and Other Statements, dated **Offeror Fill-In**, made in response to Solicitation No.89303319REM000057, are hereby incorporated into the contract.

H.30 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

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(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.31 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)

In accordance with the clause FAR 52.245-1, Government Property, the Government will provide the property list in Attachment J-3, Accountable Property List.

H.32 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014) (DEVIATION)

In the performance of this Contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-6.

H.33 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS – ALTERNATE I (OCT 2014) (REVISED)

(A) The following subcontractor(s) have been determined to be teaming subcontracts for this Contract:

Offeror Fill-In

(B) In the event that the Contractor plans either to award or use a new Teaming Subcontract or replace an existing, approved Teaming Subcontract identified in paragraph (A) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(C) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (A) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one

time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.34 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

- (A) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (B) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (C) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.35 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

H.36 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014)

- (A) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

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- (B) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

H.37 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

- (A) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (B) The restrictions set out in paragraph (a) above, however, do not apply to –
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (C) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (D) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (E) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

- (F) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.38 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (OCT 2014)

- (A) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (B) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (C) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (D) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (E) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (F) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (G) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.39 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE I
(OCT 2014)**

- (A) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (B) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.40 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR
SERVICES (APR 2018) (REVISED)**

- (A) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, except for the approximate 60 day transition period, furnish to the Contractor office space for approximately 190 contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.
- (B) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (A) above, the assigned facilities in Section J, Attachment J-8.C.2.1, *Listing of Facilities Responsibility Matrix*.

H.41 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (REVISED)

The Contractor agrees that:

- (A) The contractor shall ensure that contractor-sponsored conferences reflect the DOE commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (B) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled “Updated Guidance on Conference-Related Activities and Spending” which can be found at the following address: <http://energy.gov/management/downloads/acquisition-letter-no-al-2015-09>.
- (C) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - (1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

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- i. covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii. purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - (2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (D) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (E) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
- (1) Conference title, description, and date
 - (2) Location and venue
 - (3) Description of any unusual expenses (e.g., promotional items)
 - (4) Description of contracting procedures used (e.g., competition for space/support)
 - (5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - (6) Number of attendees
- (F) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- (G) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i. covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii. purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - (3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

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- (H) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE. This process must at a minimum:
- (1) Track all conference expenses.
 - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (I) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.42 DOE-H-2070 KEY PERSONNEL- ALTERNATE I (OCT 2014) (REVISED)

- (A) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

NAME	TITLE
<i>[Offeror Fill-In]</i>	Program Manager
<i>[Offeror Fill-In]</i>	Security Manager
<i>[Offeror Fill-in] (if proposed)</i>	<i>[Offeror Fill-in] (if proposed)</i>
<i>[Offeror Fill-in] (if proposed)</i>	<i>[Offeror Fill-in] (if proposed)</i>

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

- (1) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the Paducah Site or within the local area. All Key Personnel shall have an "L" clearance level (or equivalent) at Contract Award and obtain a "Q" clearance level within 180 days after the Transition is complete.
- (2) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.

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- (3) Key Personnel substitutions shall have substantially equivalent abilities, experience, and qualifications as the Key Person being replaced.
 - (4) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (C)(1) or (C)(2) below respective to the key position vacated.
 - (5) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (B) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, Insurance – Litigation and Claims.
 - (2) For the purposes of this Clause, “Changes to Key Personnel,” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
 - (3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”

(C) Contract Price Reductions for Changes to Key Personnel.

Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (C)(1) or (C)(2) below respective to the key position vacated.

- (1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is removed, replaced or diverted for any reason within two (2) years of being placed in the position, DOE may modify the Contract by reducing the contract price by \$50,000 for each and every occurrence of a change. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is removed, replaced or diverted for any reason within two (2) years of being placed in the position, DOE may modify the contract by reducing the Contract price by \$25,000 for each and every occurrence of a change. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent

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reduction of fee under this subsection.

- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the factual basis for the removal, replacement, or diversion of any key personnel.. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

H.43 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)(DEVIATION)

- (A) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.
- (B) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (C) Notwithstanding the process described in paragraph (B), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (D) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-2, Changes – Cost Reimbursement (Aug 1987) – Alt I, II and III (Apr 1984).
- (E) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.
- (F) At least once a month, the Contractor shall extract directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE directives may be obtained without charge

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from the Contracting Officer or by citing the number of this Contract in a written request sent to the following address:

U.S. DOE
Distribution Section
1000 Independence Ave S.W.
Washington, DC 20585
James V. Forrestal Building

The Contractor shall, at least quarterly, notify DOE of those directives obtained from the DOE Paperless Directive System as described in (d) above. The Contractor cognizant personnel shall review these directives and recommend for concurrence disposition of the directives to DOE-PPPO.

**H.44 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR
EMPLOYEES (OCT 2014)**

- (A) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245-1, Government Property and/or FAR 52.251-2, Interagency Fleet Management System Vehicles and Related Services.
- (B) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:
- (1) Use vehicles only for official purposes and solely in the performance of the contract.
 - (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
 - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
 - (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (C) The Contractor shall -

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- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (D) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by subcontractor employees.

H.45 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.46 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.47 DOE-H-2080 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

- (A) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (B) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (C) Subcontracts.
 - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the

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Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

- (2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.48 TASK ORDERING PROCEDURE

- (A) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs in performance of task orders and task order modifications issued in accordance with this clause. The Contracting Officer may issue firm-fixed-price and/or cost reimbursement task orders. This clause is applicable to the IDIQ Contract Line Item Numbers (CLINs) only.
- (B) The Contracting Officer shall provide the Contractor with a Request for Task Proposal (RTP). The RTP will include the following data elements:
 - (1) A functional description of the work or performance work statement identifying the objectives or results desired from the contemplated task order.
 - (2) A formal request for the Contractor to provide a technical proposal, period of performance, appropriate cost and price information, and any other information required to determine the reasonableness of the Contractor's proposal.
 - (3) Performance standards to be used as criteria for determining whether the work requirements have been met.
- (C) Within 10 business days after receipt of the RTP from the Contracting Officer, the Contractor shall submit a task order proposal in accordance with the RTP and FAR Part 15. Estimating guides, such as Engineered Performance Standards (EPS) or industry standards published by R. S. Means Company, may be used by the Contractor as a basis to propose the labor categories, estimated number of labor hours required, or the material requirements and prices to the extent practicable for work to be self-performed by the Contractor. Estimating guides do not cover every task that may need to be accomplished. For these tasks, work content comparison (comparing a task that is not specifically defined in Means to a very similar task that is defined in Means) may be performed by the Contractor prior to a determination that Means does not apply to a job.

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- (D) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, at a minimum, the following:
- (1) Date of the order.
 - (2) Contract number, order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized. This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized, if a cost reimbursement task order.
 - (7) Delivery/performance schedule, including start and end dates.
 - (8) Accounting and appropriation data.
- (E) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five calendar days after receipt of the task order.
- (F) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued. This may be applicable in the case of urgent or emergency work, for example.
- (G) The Contracting Officer may modify tasks in the same manner in which they were issued.
- (H) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.

H.49 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this Contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. It is therefore understood and further agreed in recognition of the above that:

- (A) At the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

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- (B) Within fifteen (15) days after the Notice to Proceed, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the Contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.
- (C) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.50 INFORMATION

- (A) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (B) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.
- (C) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this Contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.

H.51 ENVIRONMENTAL COMPLIANCE

- (a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.
- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal,

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state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
- (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

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- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The

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Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

H.52 EMERGENCY CLAUSE

(1) The U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) Manager or designee shall have sole discretion to determine when an emergency situation exists at the site. In the event that either the DOE-PPPO Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(B) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the site.

H.53 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

This Contract presents significant work scope, and makes it imperative that DOE has a focused approach for providing oversight of Contractor work. DOE oversight activities will focus primarily on ensuring safe completion of infrastructure requirements. The DOE oversight will be conducted in a tailored and proactive manner with minimal interference with Contract performance. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the Contracting Officer or Contracting Officer's Representative during the conduct of these oversight activities.

The Contractor shall expect routine surveillance and observation of work performed to the task requirements by DOE personnel and shall correct violations of laws, regulations, permits, Worker Safety & Health Program, upon discovery, within one working day. The Contractor shall correct all other deficiencies within five working days.

Suggestions for the improvement of contractually mandated work shall be enacted upon mutual agreement between the Contractor and the Contracting Officer or Contracting Officer's Representative. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the Contracting Officer's Representative.

The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the Contracting Officer or Contracting Officer's Representative during the conduct of these oversight activities. The five fundamental areas of oversight that may be conducted during the course of the execution of this Contract are as follows:

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- **Project Management Oversight:** This includes daily field inspections and the weekly and monthly assessment of project status, which will be used to determine and validate project performance and invoices submitted by the Contractor.
- **Contract Management Oversight:** Administration and monitoring of the prime Contract will be performed by the Contracting Officer's Representative or their designee. All information and documentation relinquished by the Contractor will be retained by the Contracting Officer's Representative for the Contract file. Administration and monitoring of the prime Contract will be in accordance with the Contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements, as applicable.
- **Integrated Safety Management/Operations Oversight:** The Contractor shall provide documentation and participate in meetings to allow DOE to monitor the Contractor's compliance with DOE P 450.4A, "Integrated Safety Management Policy."
- **Daily Oversight:** DOE may utilize Facility Representatives, Project Managers, and Subject Matter Experts in addition to the Contracting Officer's Representative, to conduct daily oversight for the duration of this Contract. The purpose of this oversight will be to assess compliance with the terms and conditions of the Contract. In addition to this oversight, the Contractor shall support:
 - (1) Senior Management Walkthroughs, conducted in areas or locations where work is ongoing;
 - (2) Periodic Walkthroughs by regulators, DOE-HQ personnel, and/or other stakeholders
 - (3) Employee concerns elevated to DOE for evaluation; and
 - (4) Unannounced inspections and visits by regulatory personnel
- **Assessments and Reviews:** DOE or other regulatory agencies may conduct assessments of the Contractor's performance. DOE may also conduct in-depth programmatic reviews of Contractor activities. The subject areas of such reviews may include, but are not limited to safety and health, quality assurance, project management, financial systems, and environmental compliance. Advance notice of these performance assessments and reviews will be given to the Contractor fourteen (14) calendar days in advance of the assessment or review when possible.

H.54 PERSONNEL SECURITY CLEARANCES

- (A) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

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- (B) Some personnel assigned by the Contractor to work at the DOE site will be required to obtain a security clearance. The Contractor will identify those personnel that require security clearances. Non-cleared people will be required to obtain site access badges. The levels of clearance are as follows:

Clearance level

- Q – sensitive
- Q – non-sensitive
- L – confidential/secret

Under this Contract, only appropriate Contractor personnel are required to have an “L” clearance level. Key Personnel and certain other personnel are required to have a “Q” clearance level. The Contractor shall seek opportunities to reduce the levels of clearance required for personnel and ensure that any Contractor personnel that have a clearance have a legitimate, demonstrable need for access to the category and level of classified information or matter, or category of SNM, for the performance of their official duties.

- (C) This requirement may be waived by the Contracting Officer for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (D) The Contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the Contract; 2) who no longer require access; 3) when their badge expires; or 4) when the Contract expires or is terminated.

H.55 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (A) The performance of this Contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee’s obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive security badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering the following potentially disqualifying criteria, which are not all inclusive and may vary depending on access requirements:
- (1) Is or is suspected of being, a terrorist;
 - (2) Is the subject of an outstanding warrant;
 - (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (4) Has presented false or forged identity source documents;
 - (5) Has been barred from Federal employment;

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- (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (B) The Contractor shall assure:
- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE-owned or leased facilities; and (ii) provide any additional information as DOE may request.
- (C) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (D) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (E) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which one or more subcontractor employees will require physical access to DOE-owned or leased facilities.

H.56 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

- (A) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (C) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being

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performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.57 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.58 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.